



Legal Title Report

The title to **Flat 52 Hockney Court, 4 Rossetti Road, London SE16 3EA** is **leasehold**. It is registered with Land Registry under title number **TGL97694**. The current legal owner is **Vinayagan Periasmy** who purchased the property for **£220,000** on **25 February 2010**.

Boundaries

The boundaries form part of the freehold title and are the responsibility of your landlord.

The Landlord

The owner of the FREEHOLD is Gainsborough Court (Seven) Management Company Limited and this is the landlord. The landlord may employ an agent to collect rent and/or service charges.

Term

The lease was initially granted for a term of 999 years from 1st January 1980. This means that it has another 975 years left to run. The term will expire on 31st December 2978 at which point ownership of the flat will revert to the landlord.

In the meantime, as the remaining term diminishes so does the value of the property. At present the remaining term is perfectly adequate however there are two key stages to consider:

- ⌚ 80 years remaining – under the law you are entitled to have your lease extended by up to 90 years, provided you have owned the property for at least two years. In return, the landlord is entitled to demand a premium. The calculation that should be used to arrive at the premium is complex and is generally carried out by a specialist surveyor but suffice it to say it can be several thousand pounds. If there are less than 80 years on the lease the surveyor is obliged to take into account the “marriage value”, that is to say the increase in value of the flat as a result of the lease having been extended. This can significantly increase the premium and does not apply if there are more than eighty years remaining. If you are considering extending the lease in future therefore it may be wise to do so whilst there are more than 80 years to run
- ⌚ 75 years remaining – before lending money for the purchase of a lease, mortgage lenders will want to ensure that there are a certain minimum number of years remaining of the term. They will typically insist on up to 50 years plus the mortgage term. Since a typical mortgage term is 25 years, once the lease term drops below 75 years remaining it can be difficult to mortgage. This has an adverse affect on saleability and ultimately therefore, value.

Rent

The rent is a peppercorn. This is really just a way of saying that no rent is payable.



Description of the Property (“the Demise”)

The extent of the property you are buying is described on page 1 of the lease. The definitions of “Property” and “Flat” should be read together. You should check that this accords with what you understood the extent of the property to be and specifically that it includes any balconies/parking spaces etc.

Covenants

Covenants are rules which govern what you must or must not do with the property. They are in addition to the normal planning and other laws and are imposed by the landlord on the granting of the lease. The covenants which affect this property are contained in the Third and Sixth Schedules of the lease. The covenants include the following:

- ⌚ You must keep the property in a good state of repair;
- ⌚ You must do any works to the property that are required to be done by law
- ⌚ You must use the property only as a private dwelling;
- ⌚ You must not do anything that will lessen the support that the flat currently gives to any flat above or any other part of the building;
- ⌚ You must not do anything or omit to do anything which may be or may become a nuisance, annoyance or inconvenience to the landlord or to any other tenant in the block;
- ⌚ You must not do anything that might render the block buildings insurance property void or voidable or which might lead to an increase in the premium or a reduction in the level of cover;
- ⌚ You must not obstruct any of the common parts of the building;
- ⌚ If you sell the property you must ensure that the incoming owner applies to be a member of the management company and if you are the incoming owner you must apply for membership within 7 days of completion of your purchase;
- ⌚ You are not permitted to transfer part only of the property as distinct from the whole. This means you cannot for example sell the garage / parking space separately from the flat or vice versa;
- ⌚ Except with the landlord's consent (which should not be unreasonably withheld) you must not structurally alter the property, erect any additional building or put up any sign or advertising hoarding other than a “For Sale” sign;
- ⌚ You must pay all taxes and other sums assessed on the property;
- ⌚ You must allow the landlord upon giving reasonable notice to enter and inspect the state and condition of the property and should the landlord serve a notice requiring repair or maintenance to comply with that notice within one month;
- ⌚ You pay any costs incurred by the landlord in connection with the service of a s146 notice (a notice by the landlord requiring possession of the property as a result of you breaching one or more covenants in the lease);
- ⌚ You must indemnify the landlord against any loss it suffers as a result of any breach of covenant by you;
- ⌚ You must pay the service charges on demand;



You should read these carefully as failure to comply with the covenants would be a breach of the lease which could ultimately lead to forfeiture or financial penalty.

Landlord's Obligations

The lease also contains covenants that the landlord and/or management company must comply with. These can be found in the Fourth, Fifth and Sixth Schedules of the Lease and include:

- ⌚ a covenant for “quiet enjoyment”, which means that the landlord is not able to enter the premises during the lease term without your permission (or a Court Order). In most leases you give your permission to allow the landlord to enter to inspect on giving reasonable notice or at any time in case of an emergency by virtue of the rights and covenants in the lease. Even where this covenant for quiet enjoyment is not expressly stated it is implied by law in all leases;
- ⌚ a covenant not to “derogate from the grant”. This means that having granted the lease the landlord cannot then do anything which will prevent you from using the property as a private residence, perhaps by turning the floor above you into a night club. Again, this is implied in all leases;
- ⌚ a covenant to insure the building and common parts;
- ⌚ a covenant to repair and maintain the structure and common parts;
- ⌚ to enforce covenants against other tenants at your request and upon receipt of an indemnity by you to be responsible for the costs associated with enforcement action.

This list is not exhaustive.

Rights / Easements

The rights which benefit the property are contained in the First Schedule of the Lease. They include the following rights:

- ⌚ to use the Estate Roads with or without vehicles for the purpose of access to and egress from the property and any garage or parking space;
- ⌚ to use any footpaths, stairways, or corridors within the development on foot only for access to and egress from the property;
- ⌚ to use the Estate Sewers;
- ⌚ to use any service installations (gas pipes, electricity cables etc) within the Development;
- ⌚ to use any communal aerial system;
- ⌚ to use any bin store which forms part of the Common Parts;
- ⌚ to use any of the grounds which form the Common Parts for recreational purposes;
- ⌚ to use any other facilities on the Development which exist for the common use of the residents;
- ⌚ to retain any parts of the property which overhang or protrude into other parts of the Development;
- ⌚ a right of support and shelter from other parts of the estate which means it is not permitted for the landlord or anyone else to do anything that would cause the building of which the flat



forms part to collapse or to remove the floors above you so that the flat is no longer sheltered;

- ⌚ to enter other part of the Development (including any other flats) except any electricity sub-station on giving reasonable notice or without notice in the case of an emergency to inspect, repair and maintain the property;

Those rights to which the property is subject are contained in the Second Schedule and mirror the above rights.

Service Charge (Maintenance Charge)

Under the terms of the lease you are required to pay service charge to the landlord to cover the costs incurred by the landlord in performing its maintenance and insurance obligations. The provisions relating to service charge are contained in Sixth Schedule of the lease. They set out your obligations in terms of paying the charges and the obligations on the landlord in terms of collecting and using it.

It is important to understand that because the service charge is to cover expenditure it will vary from year to year depending on what costs are incurred by the landlord. This means it could go up or down. In addition to the periodic (annual, monthly, quarterly etc) payments you may at any time be called upon to make one off payments, for example if emergency repairs are required or even planned periodic maintenance such as decoration of the exterior or of the common parts.

There are statutory rules in place which govern what the landlord must do before demanding service charges which are designed to ensure they do not “rip off” the tenants.

Failure to pay service charge when demanded may lead to forfeiture.

Re-sale Requirements

Unlike a freehold property, you cannot necessarily just transfer a leasehold property at will. There are certain rules which you have to follow when selling the property (known as the “alienation provisions”) and they are as follows:

- ⌚ the buyer must serve a “notice of assignment” on the landlord following completion and if buying with a mortgage, a “notice of charge”. The notice must give details of the date of completion of the sale and the name and address of the incoming owner. A notice of charge must give the name and address of the new mortgage lender and account number. There is usually a charge made by the landlord for accepting a notice of assignment (and charge) which is payable by the buyer;
- ⌚ You must transfer the whole of the property to the purchaser. You must not transfer part only of the property for example you cannot separately transfer any parking space or garage which forms part of the property;
- ⌚ Simultaneously with the sale you must transfer your share in / membership of the management company to the purchaser. Any fees associated with this are usually paid by the purchaser;



- ⌚ There is a restriction on the title to the property which requires you to obtain a certificate of compliance from the management company before you can be registered as the owner. Alternatively the certificate can be issued by the purchaser's solicitor;

Forfeiture

Forfeiture is one of a number of remedies available to landlords where tenants breach the covenants in the lease such as by failing to pay rent or service charge, altering the property without consent or failing to comply with the alienation provisions.

It allows the landlord to enter and take possession of the property thereby bringing the lease to an end. Once the landlord has exercised his right to forfeiture (although the tenant may apply to the Court for relief from forfeiture) the landlord does not have to compensate the tenant for the remaining term of the lease which the tenant has lost.

A landlord of residential property cannot exercise his right to forfeiture without a Court Order.

Restrictions

A restriction is an entry in the Proprietorship Register which protects a third party interest by preventing a change of ownership and/or mortgage from being registered without certain conditions, which are generally set out on the restriction, being complied with.

In this case there are two restrictions registered against the title:

- ⌚ A restriction requiring either the consent of the management company to the transfer which the management company will be obliged to give provided that the purchaser makes an application for membership of the management company within 7 days of completion or in the alternative a certificate by a solicitor that clause 8b of the lease has been complied with which to say that the application for membership of the management company has been sent by recorded delivery to the secretary of the management company and 28 days have passed without the management company issuing its consent;
- ⌚ A restriction preventing a transfer or mortgage being registered without the consent of Santander, being the holding of a legal charge over the title. No consent will be required and this restriction will automatically be removed provided that the mortgage is repaid and a discharge is issued by the lender.

Mortgages and other Financial Charges

The property is subject to the following mortgages and financial charges:

- ⌚ Mortgage to Santander UK PLC dated 25 February 2010

If you are buying the property you should obtain an undertaking from the seller's solicitor to repay the debts and provide you with the documents necessary to remove the entries on completion. You should not accept an undertaking from anyone other than a firm of solicitors registered with the



Law Society of England and Wales or a firm of Licensed Conveyancers registered with the Council for Licensed Conveyancers.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number TGL201095

Edition date 22.02.2007

- This official copy shows the entries on the register of title on 02 MAY 2013 at 20:16:48.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 02 May 2013.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title.

SOUTHWARK

- 1 (03.03.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hockney Court and Toulouse Court, Rossetti Road, London (SE16 3EA).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 7 January 1988 referred to in the Charges Register:-

"TOGETHER with the rights in the terms specified in the Second Schedule hereto EXCEPT and RESERVING to the Vendor and its successors in title the rights in the terms specified in the Third Schedule hereto

SECOND SCHEDULE

(Rights Granted)

The Vendor grants to the Purchaser and its successors in title to all and every part of The Property and their respective servants agents and licensees the following full free and uninterrupted rights appurtenant to and for all purposes in connection with the use and enjoyment of the whole and every part of The Property whether or not and howsoever The Property or any part or parts thereof shall become developed or redeveloped

(a) the right to pass and repass with foot propelled solo and tandem bicycles and tricycles over and along any cycleway or any part of any cycleway which may be constructed within the period of eighty years from the date of this Transfer on the Vendor's Retained Land which is shown edged green on Plan C annexed hereto excluding The Property (The Green Land) and extend to any boundary of The Green Land adjoining The Property and the right to connect any cycleway or any part of any cycleway constructed on The Property within the said period of eighty years to any said cycleway or said part of any cycleway on The Green Land at any boundary adjoining The Property

A: Property Register continued

(b) the right to pass and repass on foot only with or without hand propelled conveyances over and along any footpath or any part of any footpath which may be constructed within the said period of eighty years on The Green Land and extent to any boundary of The Green Land adjoining the Property and the right to connect any footpath or any part of any footpath constructed on The Property within the said period of eighty years to any said footpath or said part of any footpath on The Green Land at any boundary adjoining The Property

(c) the right to pass and repass with or without vehicles over and along any roads which may be constructed within the said period of eighty years on The Green Land and extend to any boundary of The Green Land adjoining The Property and the right to connect any road or any part of any road constructed on The Property within the said period of eighty years to any road or any part of any road which may be constructed within the said period of eighty years on The Green Land at any boundary thereof adjoining The Property

(d) the right with or without workmen vehicles equipment materials and substances to enter into and upon the parts of The Green Land adjacent to the boundaries thereof for all purposes of grading and the right to grade the slopes of the land on either side of any such boundary and to retain and maintain such graded slopes within prejudice to the right of the Vendor to decrease any such gradient on The Green Land by raising the height of the land graded on The Green Land provided that there shall not result reasonable need for any retaining feature to be constructed on any part of The Property or any boundary thereof

THIRD SCHEDULE

(Exceptions and Reservations)

1. There are reserved to the Vendor and its successors in title the following:-

(a) all easements quasi-easements rights privileges and benefits as would become appurtenant to The Green Land by implication of law if the Vendor had sold it to another buyer at the same time as the Vendor sold The Property to the Purchaser and

(b) full free and uninterrupted and unrestricted rights at any time after the date hereof and from time to time to build construct or erect or permit to be built constructed or erected any buildings constructions or erections hereafter to be built constructed or erected on any part of The Green Land in such manner as to obstruct or interfere with the passage and access of light and air to any building construction or erection which may be built constructed or erected upon any part of The Property and so that all privileges of light and air after the date hereof to be enjoyed over the whole or any part of The Green Land by or in respect of the whole or any part of The Property shall be deemed to be so enjoyed by the licence or consent of the Vendor and not as of right

2. There are also excepted and reserved to the Vendor and its successors in title to all and every part of The Green Land and their respective servants agents licencees the following free and uninterrupted rights appurtenant to and for all purposes in connection with the use and enjoyment of the whole and of every part of The Green Land whether or not and howsoever The Green Land or any part or parts of The Green Land shall become developed or redeveloped:-

(a) the right with or without workmen vehicles equipment materials and substances to enter into and upon the part of The Property thirty metres in width shown bounded on two sides by yellow broken lines on the said Plan A and also beneath the surface of (i) the land shown by blue and brown continuous lines on the said Plan A and (ii) land within the immediate vicinity thereof and for all purposes of constructing and the right to construct in the approximate position shown by the said blue and brown continuous lines on Plan A a sewer or sewers or part or parts of a sewer or sewers (including all manholes inspection chambers soil and debris traps and other appurtenances thereto) (hereinafter called "the Wimpey sewer section") and to connect a section of a sewer or of part of a sewer to the Wimpey sewer section at the eastern and

A: Property Register continued

thereof and to maintain repair and test the Wimpey sewer section until it becomes adopted as a public sewer or as a part of a public sewer the Vendor to backfill to the reasonable satisfaction of the Purchaser all trenches dug for the Wimpey sewer section as soon as may be reasonably practicable after construction of the Wimpey sewer section

(b) the right to the passage of surface water including highway drainage and of foul water and soil through all and any sewers constructed on The Property within Eighty years from the date hereof in the approximate positions shown by the said blue and brown continuous lines from the whole and every part of The Green Land and all and any buildings roads footways footpaths and other development now on or within the said period of eighty years built or constructed on any part of The Green Land

(c) the right to pass and repass with foot propelled solo and tandem bicycles and tricycles over and along any cycleway or any part of any cycleway which may be constructed within the said period of eighty years on The Property and extend to any boundary of The Property adjoining The Green Land and the right to connect any cycleway or any part of any cycleway constructed on any adjoining land within the said period of Eighty years to any said cycleway or said part of any cycleway on The Property at any boundary thereof adjoining The Green Land

(d) the right to pass and repass on foot only with or without hand propelled conveyances over and along any footpath or any part of any footpath which may be constructed within the said period of eighty years on The Property and extend to any boundary of The Property adjoining The Green Land and the right to connect any footpath or any part of any footpath constructed on any adjoining land within the said period of eighty years to any said footpath or said part of any footpath on The Property at any boundary thereof adjoining The Green Land.

(e) the right to pass and repass with or without vehicles over and along any roads which may be constructed within the said period of eighty years on The Property and extend to any boundary of The Property adjoining The Green Land and the right to connect any road or any part of any road constructed on The Green Land within the said period of eighty years to any road or any part of any road which may be constructed within the said period of eighty years on The Property at any boundary thereof adjoining the Green Land

(f) the right with or without workmen vehicles equipment materials and substances to enter into and upon the parts of The Property adjacent to the boundaries thereof for all purposes of grading and the right to grade slopes of land on either side of any such boundary and to retain and maintain such graded slopes without prejudice to the right of the purchaser to decrease any such gradient on The Property by raising the height of the land graded on The Property provided that there shall not result reasonable need for any retaining feature to be constructed on any part of The Green Land or on any boundary thereof

3. There is reserved to the Vendor and to the Museum of London right of access into The Property for the purpose of carrying out the archaeological investigations referred to in an Agreement dated 5 October 1987 and made between The Museum of London of the one part and Ideal Homes London Limited of the other part."

NOTE 1: The Green Land referred to adjoins the western boundary of the land in this title. The yellow broken lines referred to are shown by yellow broken lines on the filed plan. The blue and brown continuous lines referred to above do no affect the land in this title

NOTE 2: Copy Agreement dated 5 October 1987 filed under SGL508708.

3 The Transfer dated 7 January 1988 referred to above contains the following provision:-

"There are not included in the Property or in the sale

(a) any easement or right of light air or support or other easement or

A: Property Register continued

right which would restrict or interfere with the free use by the Vendor or by the British Railways Board or any person deriving title under them or either of them for building or any other purpose of any adjoining or neighbouring land of the Vendor or of the British Railways Board (whether intended to be retained or to be sold by them or by either of them)."

- 4 (22.03.2002) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 11 March 2002 referred to in the Charges Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (22.03.2002) PROPRIETOR: GAINSBOROUGH COURT (SEVEN) MANAGEMENT COMPANY LIMITED (Co. Regn. No. 2867934) care of Spencer Davis & Co, Suite 105a, Signal House, Lyon Road, Harrow, Middx HA1 2AG.
- 2 The Transfer dated 7 January 1988 referred to in the Charges Register contains Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 7 January 1988 referred to in the Proprietorship Register:-

"The Purchaser covenants with the Vendor to comply with and perform and observe the rights burdens contracts agreements restrictive covenants obligations restrictions stipulations provisions and other matters including any obligations in respect of fencing and accommodation works (except any such works as relate to the construction of the Wimpey sewer section) contained or referred to in the Transfer so far (if at all) as the same are still subsisting and capable of being enforced and affect the Property or any part thereof and to indemnify and keep indemnified the Vendor from and against all actions claims demands and liability in respect thereof."

NOTE: The Transfer referred to above is a Transfer of the land in this title and other land dated 22 December 1987 made between British Railways Board Limited (Board) and (2) Broseley Eastates Limited (Purchaser). entered in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights granted by a Deed dated 21 December 1987 made between (1) British Railways Board (Board) and (2) Ideal Homes London Limited (Ideal):-

"The Board hereby grant unto Ideal the following rights appurtenant to and for all purposes in connection with the use and enjoyment of the whole and every part of the red land whether or not and howsoever the red land or any part or any parts of the red land shall become developed or redeveloped:-

.....
..

C: Charges Register continued

(c) the rights in common with all others having any like rights to the uninterrupted passage of surface water including highway drainage and of foul water and soil through any sewer or any part of any sewer which shall become constructed within Eighty years from the date of this Deed being the perpetuity period applicable to the provisions of this Deed (hereinafter called "the perpetuity period") through the green land and the land within the said arches in the approximate positions shown by the continuous lines coloured blue brown red and green on Plan B from the whole and any part or parts of the red land and all and any buildings now on or within the perpetuity period built on any part of the red land

.....
..

(e) the rights in common with all others having any like rights to pass and repass with foot propelled solo and tandem bicycles and tricycles over and along any cycleway or any part of any cycleway which may be constructed within the perpetuity period on the green land and extend to any boundary of the green land and the right to connect any cycleway or any part of any cycleway constructed on the red land within the perpetuity period to any said cycleway or said part of any cycleway on the green land at any boundary adjoining the red land

.....
..

(f) the rights in common with all others having any like rights to pass and repass on foot only with or without hand propelled conveyances over and along any footpath or any part of any footpath which may be constructed within the perpetuity period on the green land and extend to any boundary of the green land and the right to connect any footpath or any part of any footpath constructed on the red land within the perpetuity period to any said footpath or said part of any footpath on the green land at any boundary adjoining the red land."

NOTE: The red land referred to lies to the west of the land in this title. The land in this title forms part of the green land referred to. The land is not affected by the lines coloured blue, brown and red on Plan B referred to. The part of the green line referred to above does not affect the land in this title.

- 2 A Transfer of the land in this title and other land dated 7 January 1988 made between (1) Broseley Estates Limited (Vendor) and (2) Wimpey Homes Holdings Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Deed dated 7 January 1988 made between (1) Wimpey Homes Holdings Limited (Wimpey) (2) British Railways Board (Board) and (3) Broseley Estates Limited (Broseley) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land is subject to the following rights granted by a Transfer of an Electricity Sub-Station Site lying to the south of the land in this title dated 4 June 1992 made between (1) Wimpey Homes Holdings (Transferor) and (2) London Electricity PLC (Transferee):-

"TOGETHER WITH the access rights and the repairing rights and TOGETHER WITH FULL RIGHT AND LIBERTY for the Transferee and its successors in title and assigns

(a) to lay use and maintain (which expression shall without prejudice to the generality of it include the right from time to time to inspect examine test repair alter relay renew replace supplement and remove) the electric lines now or within eighty years from the date of this deed (which period shall be the perpetuity period applicable this deed) laid in under through and along the easement land or any part or parts of it and

(b) to break up the surface of the easement land so far as may be necessary from time to time for all or any of those purposes but so that the Transferee in exercising this right and liberty shall not

C: Charges Register continued

cause unnecessary damage to the easement land and shall restore as quickly as is reasonably practicable the surface of the easement land so far as is practicable to its former condition to the reasonable satisfaction of the Transferor or its successors in title and

(c) for and by its employees and contractors with or without vehicles plant apparatus and equipment at all times but only to the extent necessary to exercise those rights and liberties to enter the Transferor's land."

The said Transfer also contains covenants by the Transferor details of which are set out in the schedule hereto.

The electric lines, easement land, access rights and repairing rights were described in the Transfer as follows:-

"Electric Lines: cables wires conductors or similar things used designed or adapted for the purpose of carrying conveying transmitting or distributing electricity with the casings coatings coverings tubes pipes and insulators enclosing surrounding or supporting them or any part or parts of them and all apparatus connected with them for the purpose of carrying conveying transmitting or distributing electricity or electric currents

Easement land: (a) The part or parts of the Transferor's land comprised in the above title shown for identification purposes only by green lines on the Plan

(b) The part or parts of the Transferor's land within 1.5 metres on both sides of the green lines of the plan and

(c) Until it become maintainable at public expense the part or parts of the Transferor's land which is intended to become a street or streets maintainable at public expense

The access rights: The full right and liberty for the Transferee and all persons authorised by it to go pass and repass at all times and for all purposes with or without vehicles over and along the land coloured brown on the Plan and over such other roads and pathways as are intended to become maintainable at the public expense and which are comprised in the above title number save that no vehicles shall be used on any part of those lands incompatible therewith by reason of weight or dimension

The repairing rights: The right for the Transferee with all necessary workmen to enter from time to time the adjoining land of the Transferor for the purpose of maintaining and repairing the Property making good all damage caused to the said adjoining land to the reasonable satisfaction of the Transferor or its successors in title.

NOTE: The green lines referred to are shown by mauve broken lines on the filed plan so far as they affect the land in this title. The land coloured brown referred to above does not affect the land in this title.

5 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

6 (22.03.2002) A Transfer of the land in this title dated 11 March 2002 made between (1) George Wimpey UK Limited (Transferor) and (2) Gainsborough Court (Seven) Management Company Limited (Transferee) contains restrictive covenants.

NOTE: Original filed.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer dated 7 January 1988 referred to in the Charges Register:-

The Purchaser covenants with the Vendor and separately with Ideal Homes

Schedule of restrictive covenants continued

London Limited (Ideal) and separately with Thames Water Authority in each case to the intent that the burden of each of such covenants shall run with and bind The Property and every part of The Property and to the intent that the benefit and protection of the covenant with the Vendor shall be annexed to and run with all and every part of The Green Land and to the intent that the benefit and protection of the covenant with Ideal shall be annexed to and run with all and every part of the land comprised in Title number SGL418794 and to the intent that the benefit and protection of the covenant with Thames Water Authority shall be annexed to and run with all and every part of the sewers and all other property rights and liberties of Thames Water Authority within the London Borough of Southwark that the purchaser will not connect or permit or suffer to be connected any drain or sewer now or within twenty one years from the date hereof situate in on over or under any part of The Property to any sewer now situate in on over or under any part of The Property or within the said period of 21 years constructed through the land shown edged blue on the plan marked "Plan B" annexed to this Agreement (unless it is a closed system and is connected to a sewer constructed in the approximate p of the Vendor and of Ideal (whose consents shall be required only until the said sewer is adopted as a public sewer and such consents shall not be unreasonably withheld or delayed) and also of Thames Water Authority or its local authority agent) before all of the drains or sewers to serve all of the premises permitted to be built on The Property by the permission under the Town and Country Planning Act 1971 granted by The Secretary of State for the Department of the Environment by letter dated 28 January 1987 for development in accordance with application number 1594/84 dated 23rd October 1984 have been completed to the satisfaction of Thames Water Authority or its local authority agent (subject to any arrangement as to phasing which might be agreed between the Purchaser and Thames Water Authority or its Local Authority Agent)

3. The Purchaser covenants further with Thames Water Authority to the intent that the burden of such covenant shall run with and bind the Property and every part of the Property and to the intent that the benefit and protection of such covenant shall run with and be annexed to all and every part of the sewers and all other property rights and liberties of Thames Water Authority within the London Borough of Southwark that the Purchaser will not occupy or permit to be occupied any trade premises built or constructed on any part of The Property within Twenty one years from the date hereof and from which it shall be proposed that any trade effluent shall be discharged until a Trade Effluent Notice in the standard form in use by the London Borough of Southwark has been completed by the owner or occupier of such trade premises in the form acceptable to the Thames Water Authority and such notice has been served on the Thames Water Authority.

NOTE: The green land referred to adjoins the western boundary of the land in this title. The land edged blue on Plan B referred to comprises the land in this title and other land adjoining the western boundary of the land in this title. The sewer shown by a blue continuous line on Plan A referred to above does not affect the land in this title.

2 The following are details of the covenants contained in the Deed dated 7 January 1988 referred to in the Charges Register:-

1. Wimpey hereby covenants with the Board with intent to bind itself and its successors in title to the whole or any part of the property in whosoever hands the same may come Provided that Wimpey and its successors in title to the whole or any part of the property shall not be liable for any breach of this covenant occurring in respect of the property or of any part of the property after they have parted with all interest therein And delivered to the Board the completed Deed of Covenant to be given in accordance with Clause 8 of this Deed.

(i) Unless the provisions of the remaining paragraphs of this clause and also the provisions of clause 2 of this Deed shall have been complied with no part of the property shall within Twenty one years from the date hereof be used whether in whole or in part for retail development

(ii) Not at any time within Twenty one years of the date hereof to make or instigate or permit or allow the making of any planning application for development of the whole or part of the property for

Schedule of restrictive covenants continued

retail sale without first giving written notice to the Board and such notice shall contain specific references to this Deed

(iii) To notify the Board in writing as soon as reasonably practicable upon the grant within such period of Twenty one years of any planning permission under the Town and Country Planning Act 1971 of any re-enactment or modification thereof for the use or development of the property or any part thereof for retail sale

2. Wimpey further covenants with the Board with intent to bind itself and its successors in title to the whole or any part of the property provided that Wimpey and its successors in title to the whole or any part of the property shall not be liable for any breach of this covenant occurring in respect of the property or of any part of the property after they respectively shall have parted with all interest therein And delivered to the Board the completed Deed of Covenant to be given in accordance with Clause 8 of this Deed that within twenty eight days of the implementation of the planning permission referred to in paragraph (iii) of clause 1 of this Deed to pay to the Board the sum calculated in accordance with clause 4 of this Deed ("The Payment") and for the purpose of the provisions herein in this Deed the phrase "implementation of the planning permission" shall mean the date on which any work whether of demolition or construction or alteration to any then existing buildings or structures are commenced on the property or any part thereof pursuant to that planning permission or if no such works of demolition construction or alteration are required then upon the date of the change of use of the property or the relevant part thereof to give effect to the grant of such planning permission

3. Upon payment by Wimpey as provided in clause 2 of this Deed the part (or the whole if such be the case) of the property in respect of which the planning permission referred to in paragraph (iii) of clause 1 of this Deed shall have been obtained shall be fully and effectively released from that covenant and also from the covenant in the said clause 1 and also from any covenant entered into pursuant to clause 8 of this Deed and from any restriction entered against the title to that property pursuant to any such covenant or to the provisions of clause 9 of this Deed and Wimpey shall be released from its covenant in clause 2 of this Deed in respect of that part (or the whole if such be the case) of the property and the Board shall execute a Deed of such release at the cost of Wimpey

4. The Payment shall be fifty per centum of the difference of the market value of the property or the relevant part thereof with the benefit of the planning permission referred to in paragraph (iii) of clause 1 of this Deed and implemented as aforesaid and the market value of the property or the relevant part without such benefit PROVIDED ALWAYS that the market values as aforesaid shall be assessed on the implementation of the planning permission and on the assumption whether or not such be the case that vehicular access and all necessary services are available to the boundaries of the property or the relevant part thereof but that the relevant part of the property is otherwise unimproved

5. It is hereby agreed and declared that (without prejudice to any other rights which the Board might from time to time enjoy whether at law or under the provisions of this Deed) if at any time within the said period of Twenty one years there shall occur any breach of the obligations contained in paragraph (i) of clause 1 of this Deed the Board or any or other the person from time to time entitled to the benefit of those provisions may serve notice on Wimpey or other the owner of the property or the part so affected specifying the breach of the obligations contained herein and requiring that the same be discontinued within Twenty one days of service of such notice

6. Upon the full payment of monies due to the Board pursuant to clause 2 of this Deed in relation to the whole or the relevant part of the property the Board or other the person entitled to the benefit of that clause in relation to the whole or the relevant part of the property will give to the Purchaser a receipt for such sum and release Wimpey and the property (or the relevant part thereof) from the covenant contained in paragraph (i) of clause 1 of this Deed

Schedule of restrictive covenants continued

7. Any dispute or difference as to the ascertainment of the sum or sums under the provisions of clause 4 of this Deed shall be determined by the arbitration of a single arbitrator appointed by the Board and Wimpey or (failing agreement as to appointment) by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party that party having given to the other twenty eight days notice of its wish for the appointment of an arbitrator and the parties hereto having failed to agree the arbitrator to be so appointed

8. Wimpey hereby undertakes with the Board that Wimpey shall not dispose of the property or any part thereof which does not comprise land or a building or buildings within the curtilage of any residential property or within the curtilage of any private garage property whether including the whole or any part of any accessway or not or within the curtilage of any parking area whether including the whole or any part of any accessway or not or which does not comprise the site of or for any electricity sub station or transformer station within the said period of Twenty one years (the words "dispose of" as used herein to bear the meaning assigned to the same under Section 205(1) of the Law of Property Act 1925) to any disponent without procuring from the disponent (provided that the Board is satisfied that such disponent is reasonably able to comply with the obligations contained in clauses 1 and 2 of this Deed) a covenant under seal with the Board to observe and perform but only in respect of the land so disposed of the obligations to Wimpey under the provisions of clauses 1 and 2 of this Deed and also the provisions of this present clause insofar as not then released in accordance with the provisions of this Deed unless the Board shall consent in writing to the omission of such a covenant (the Deed incorporating the said covenant shall incorporate also similar provisions to those contained in clauses 3 4 5 6 7 9 10 and 11 of this Deed and shall be delivered to the Board in a form reasonably acceptable to the Board whose reasonable and proper costs in connection therewith are to be met by Wimpey) and all arrangements necessary to give effect to such covenant and the consent to the registration of any such disposition shall be dealt with at the expense of Wimpey who upon delivery of such covenant to the Board shall be fully and effectively released from the provisions of this clause.

.....
..

10. Nothing in clauses 8 and 9 of this Deed shall in any way:-

(a) prevent Wimpey from mortgaging or charging the property or any part or parts thereof or

(b) restrict the powers of any Mortgagees or Chargee from using its proper powers as Mortgagees."

NOTE: Clause 9 does not affect the land in this title.

3 The following are details of the covenants contained in the Transfer dated 4 June 1992 referred to in the Charges Register:-

"THE Transferor with the intent and so as to bind the easement land and every part of it and all parts of the easement land now comprised in the title mentioned above into whosoever hands the same may and to and benefit and protect the rights and liberties hereby granted HEREBY COVENANTS with the Transferee for the benefit of those parts of the Transferee's undertaking that can benefit from this covenant not to do or permit or allow to be done on the easement land any act which would or might in any way interfere with or damage any electric lines in under through or along the easement land or any part of it nor to alter or permit or allow to be altered the existing level nor to cover or permit or allow to be covered the surface of the easement land or any part of it in such manner as to render the laying of electric lines under it or access to electric lines in under through or along the easement land or any part of it impracticable or more difficult and in particular but without prejudice to the generality of this covenant not to erect or permit or allow to be erected any building or structure on the easement land nor to plant or allow to be planted any tree or shrub on the easement land or which grows or might grow over the easement

Schedule of restrictive covenants continued

land or any part of it."

Schedule of notices of leases

1	10.01.1994 7 (Part of) and 26	2 Toulouse Court (Ground Floor Flat) Parking Space	23.12.1993 999 years from 1.1.1980	TGL93004
2	16.02.1994 7 (Part of) and 17	20 Toulouse Court) (Third Floor Flat) Parking Space	23.12.1993 999 years from 1.1.1980	TGL94537
3	16.02.1994 7 (Part of) and 23	8 Toulouse Court (First Floor Flat) Parking Space	23.12.1993 999 years from 1.1.1980	TGL94540
4	16.02.1994 7 (Part of) and 20	14 Toulouse Court (Second Floor Flat) Parking Space	23.12.1993 999 years from 1.1.1980	TGL94542
5	23.03.1994 8 (Part of) and 21	12 Toulouse Court (First Floor Flat) Parking Space	18.03.1994 999 years from 1.1.1980	TGL95657
6	20.04.1994 6 (Part of) and 25	4 Toulouse Court (Ground Floor Flat) Parking Space	25.03.1994 999 years from 1.1.1980	TGL96476
7	04.05.1994 8 (Part of) and 15	24 Toulouse Court (Third Floor Flat) Parking Space	25.03.1994 999 years from 1.1.1980	TGL96917
8	04.05.1994 6 (Part of) and 16	22 Toulouse Court (Third Floor Flat) Parking Space	11.03.1994 999 years from 1.1.1980	TGL96914
9	05.05.1994 2 (Part of)	58 Hockney Court (Second Floor Flat)	15.04.1994 999 years from 1.1.1980	TGL96945
	NOTE: The Lease comprises also other land			
10	27.05.1994 2 (Part of) and 11	52 Hockney Court (First Floor Flat) Parking Space	06.05.1994 999 years from 1.1.1980	TGL97694
11	06.07.1994 3 (Part of)	60 Hockney Court (Third Floor Flat)	13.05.1994 999 years from 1.1.1980	TGL98843
	NOTE: The Lease comprises also other land			
12	06.07.1994 1 (Part of) and 33	44 Hockney Court (Ground Floor Flat) Parking Space	24.06.1994 999 years from 1.1.1980	TGL98845
13	22.07.1994 8 (Part of) and 18	18 Toulouse Court (Second Floor Flat) Parking Space	24.06.1994 999 years from 1.1.1980	TGL99450
14	26.07.1994 1 (Part of) and 14	50 Hockney Court (First Floor Flat) Parking Space	24.06.1994 999 years from 1.1.1980	TGL99576
15	26.07.1994 3 (Part of) and 13	48 Toulouse Court (Third Floor Flat) Parking Space	13.05.1994 999 years from 1.1.1980	TGL99578
16	26.07.1994 5 (Part of) and 27	40 Toulouse Court (Third Floor Flat) Parking Space	29.06.1994 999 years from 1.1.1980	TGL99580
17	26.07.1994 6 (Part of) and 19	16 Toulouse Court (Second Floor Flat) Parking Space	24.06.1994 999 years from 1.1.1980	TGL99584
18	14.09.1994	56 Hockney Court (Second	08.07.1994	TGL101371

Schedule of notices of leases continued

	1 (Part of) and 9	Floor Flat) Parking Space	999 years from 1.1.1980	
19	22.09.1994 3 (Part of) and 10	54 Hockney Court (Second Floor Flat) Parking Space	26.08.1994 999 years from 1.1.1980	TGL101648
20	26.09.1994 2 (Part of)	64 Hockney Court (Third Floor Flat)	18.08.1994 999 years from 1.1.1980	TGL101729
	NOTE: The Lease comprises also other land			
21	03.10.1994 2 (Part of) and 12	46 Hockney Court (Ground Floor Flat) Parking Space	03.06.1994 999 years from 1.1.1980	TGL101985
22	09.01.1995 5 (Part of) and 31	32 Toulouse Court (First Floor Flat) Parking Space	11.08.1994 999 years from 1.1.1980	TGL105281
23	09.01.1995 3 (Part of) and 34	42 Hockney Court (Ground Floor Flat) Parking Space	18.11.1994 999 years from 1.1.1980	TGL105287
24	09.01.1995 1 (Part of)	62 Hockney Court (Third Floor Flat)	19.09.1995 999 years from 1.1.1980	TGL105288
	NOTE: The Lease comprises also other land			
25	09.01.1995 4 (Part of) and 30	34 Toulouse Court (Second Floor Flat) Parking Space	02.12.1994 999 years from 1.1.1980	TGL105292
26	22.03.1995 6 (Part of) and 22	10 Toulouse Court (First Floor Flat) Parking Space	19.10.1994 999 years from 1.1.1980	TGL107773
27	22.03.1995 5 (Part of) and 29	36 Toulouse Court (Second Floor Flat) Parking Space	22.12.1994 999 years from 1.1.1980	TGL107777
28	22.03.1995 8 (Part of) and 24	6 Toulouse Court (Ground Floor Flat) Parking Space	13.10.1994 999 years from 1.1.1980	TGL107778
29	22.03.1995 4 (Part of) and 28	38 Toulouse Court (Third Floor Flat) Parking Space	16.12.1994 999 years from 1.1.1980	TGL107780
30	22.03.1995 4 (Part of) and 32	26 Toulouse Court (Ground Floor Flat) Parking Space	16.12.1994 999 years from 1.1.1980	TGL107789
31	07.09.1995 5 (Part of) and 36	28 Toulouse Court (Ground Floor Flat) Parking Space	26.05.1995 999 years from 1.1.1980	TGL112537

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

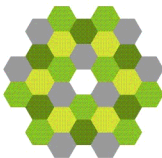
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

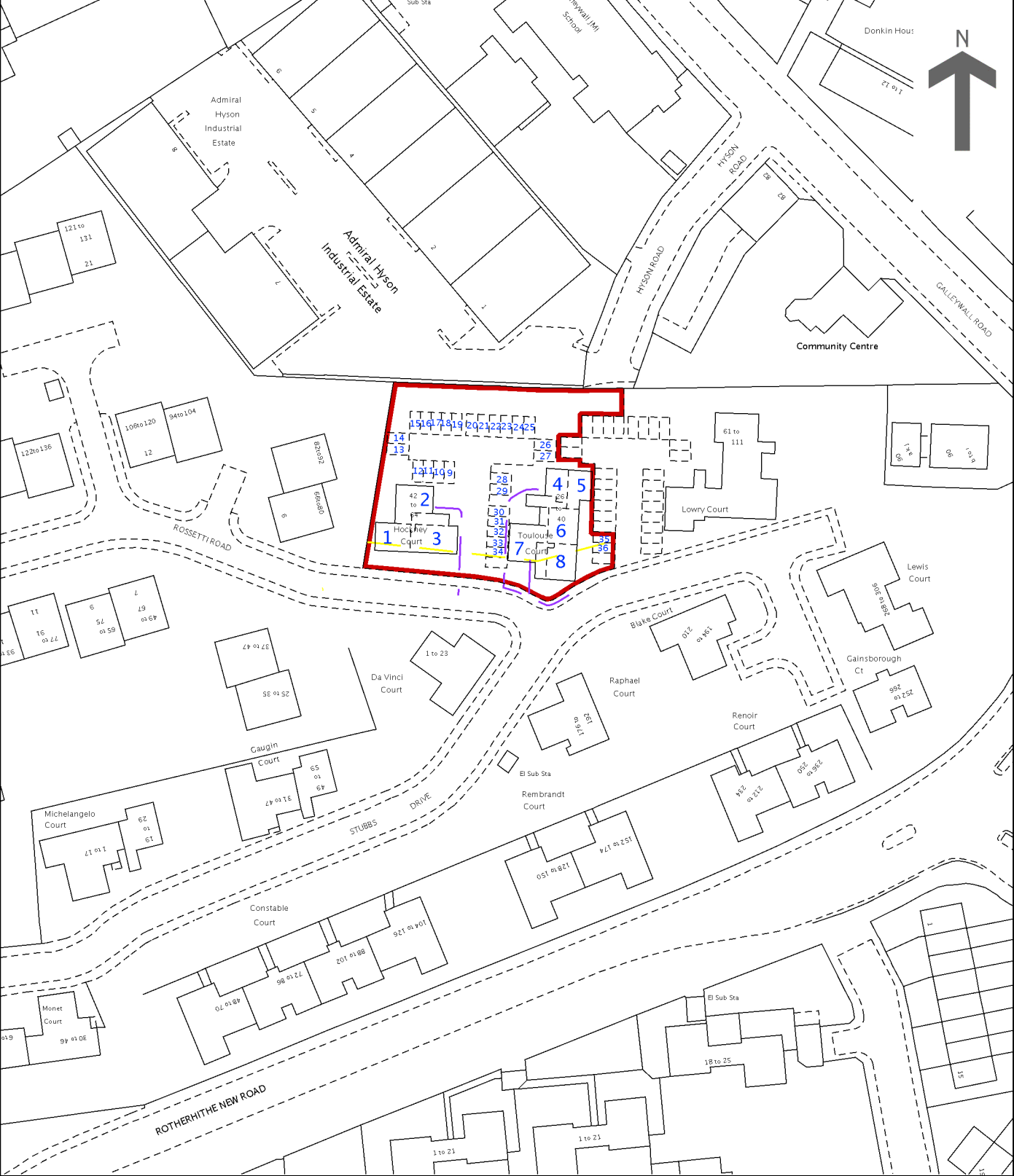
If any mapping work in respect of any pending application(s) has been completed, additional references, which are not referred to in the register of title, may appear on the title plan or be referred to in the certificate of inspection in form CI. References may also have been amended by, or not be shown on the title plan, where these are being removed as a result of a pending application(s).

This official copy is issued on 02 May 2013 shows the state of this title plan on 02 May 2013 at 20:16:48. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Telford Office .



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The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number TGL97694

Edition date 08.03.2010

- This official copy shows the entries on the register of title on 02 MAY 2013 at 20:12:31.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 02 May 2013.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SOUTHWARK

- 1 (27.05.1994) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 52, Hockney Court, 4 Rossetti Road, London (SE16 3EA).

NOTE: As to the part tinted blue on the filed plan only the first floor is included in the title.

- 2 (27.05.1994) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 6 May 1994
 Term : 999 years from 1 January 1980
 Rent : A peppercorn
 Parties : (1) Wimpey Homes Holdings Limited
 (2) Gainsborough Court (Seven) Management Company Limited
 (3) John Joseph Keegan and Debbie Keegan
- 3 (27.05.1994) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
- 4 (27.05.1994) The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (08.03.2010) PROPRIETOR: VINAYAGAN PERIASAMY of Flat 52, Hockney Court 4 Rossetti Road, London SE16 3EA.
- 2 (27.05.1994) RESTRICTION:-Except under an Order of the Registrar no transfer assent or other disposition leading to a change in the proprietorship of the land is to be registered without:
 - (i) The written consent of Gainsborough Court (Seven) Management Company Limited of 1 Crittall Road, Witham, Essex or
 - (ii) a certificate by a Solicitor that the procedure set out in the operative clause 8(b) of the Registered Lease has been complied with.
- 3 (08.03.2010) The price stated to have been paid on 25 February 2010 was £220,000.
- 4 (08.03.2010) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 February 2010 in favour of Santander UK PLC referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (27.05.1994) A Transfer of the freehold estate in the land in this title and other land dated 7 January 1988 made between (1) Broseley Estates Limited (Vendor) and (2) Wimpey Homes Holdings Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (27.05.1994) A Deed affecting the freehold estate in the land in this title and other land dated 7 January 1988 made between (1) Wimpey Homes Holdings Limited (Wimpey) (2) British Railways Board (Board) and (3) Broseley Estates Limited (Broseley) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (27.05.1994) The land is subject to the following rights granted by a Transfer of an electricity substation site dated 4 June 1992 made between (1) Wimpey Homes Holdings (Transferor) and (2) London Electricity PLC (Transferee)

"TOGETHER WITH the access rights and the repairing rights and TOGETHER WITH FULL RIGHT AND LIBERTY for the Transferee and its successors in title and assigns

(a) to lay use and maintain (which expression shall without prejudice to the generality of it include the right from time to time to inspect examine test repair alter relay renew replace supplement and remove) the electric lines now or within eighty years from the date of this deed (which period shall be the perpetuity period applicable to this deed) laid in under through and along the easement land or any part or parts of it and

(b) to break up the surface of the easement land so far as may be necessary from time to time for all or any of those purposes but so that the Transferee in exercising this right and liberty shall not cause unnecessary damage to the easement land and shall restore as quickly as is reasonably practicable the surface of the easement land so far as is practicable to its former condition to the reasonable satisfaction of the Transferor or its successors in title and

(c) for and by its employees and contractors with or without vehicles plant apparatus and equipment at all times but only to the extent necessary to exercise those rights and liberties to enter the

C: Charges Register continued

Transferor's land"

The said Transfer also contains covenants by the Transferor details of which are set out in the schedule of restrictive covenants hereto.

The electric lines, easement land, access rights and repairing rights were described in the Transfer as follows.

"electric lines

cables wires conductors or similar things used designed or adapted for the purpose of carrying conveying transmitting or distributing electricity with the casings coatings coverings tubes pipes and insulators enclosing surrounding or supporting them or any part or parts of them and all apparatus connected with them for the purpose of carrying conveying transmitting or distributing electricity or electric currents"

"easement land

(a) The part or parts of the Transferor's land comprised in the above title shown for identification purposes only by green lines on the plan

(b) The part or parts of the Transferor's land within 1.5 metres on both sides of the green lines on the Plan and

(c) Until it becomes maintainable at public expense the part or parts of the Transferor's land which is intended to become a street or streets maintainable at public expense

the access rights

The full right and liberty for the Transferee and all persons authorised by it to go pass and repass at all times and for all purposes with or without vehicles over and along the land coloured brown on the Plan and over such other roads and pathways as are intended to become maintainable at the public expense and which are comprised in the above title number save that no vehicles shall be used on any part of those lands incompatible therewith by reason of weight or dimension

the repairing rights

The right for the Transferee with all necessary workmen to enter from time to time the adjoining land of the Transferor for the purpose of maintaining and repairing the Property making good all damage caused to the said adjoining land to the reasonable satisfaction of the Transferor or its successors in title"

NOTE: The green lines referred to are shown by a brown broken line on the filed plan so far as it affects the land in this title.

- 4 (08.03.2010) REGISTERED CHARGE dated 25 February 2010.
- 5 (08.03.2010) Proprietor: SANTANDER UK PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 7 January 1988 referred to in the Charges Register:-

The Purchaser covenants with the Vendor and separately with Ideal Homes London Limited (Ideal) and separately with Thames Water Authority in each case to the intent that the burden of each of such covenants shall run with and bind The Property and every part of The Property and to the intent that the benefit and protection of the covenant with the Vendor shall be annexed to and run with all and every part of The Green Land and to the intent that the benefit and protection of the covenant with Ideal shall be annexed to and run with all and every part of the land comprised in Title number SGL418794 and to the intent that the benefit and protection of the covenant with Thames Water Authority

Schedule of restrictive covenants continued

shall be annexed to and run with all and every part of the sewers and all other property rights and liberties of Thames Water Authority within the London Borough of Southwark that the purchaser will not connect or permit or suffer to be connected any drain or sewer now or within twenty one years from the date hereof situate in on over or under any part of The Property to any sewer now situate in on over or under any part of The Property or within the said period of 21 years constructed through the land shown edged blue on the plan marked "Plan B" annexed to this Agreement (unless it is a closed system and is connected to a sewer constructed in the approximate p of the Vendor and of Ideal (whose consents shall be required only until the said sewer is adopted as a public sewer and such consents shall not be unreasonably withheld or delayed) and also of Thames Water Authority or its local authority agent) before all of the drains or sewers to serve all of the premises permitted to be built on The Property by the permission under the Town and Country Planning Act 1971 granted by The Secretary of State for the Department of the Environment by letter dated 28 January 1987 for development in accordance with application number 1594/84 dated 23rd October 1984 have been completed to the satisfaction of Thames Water Authority or its local authority agent (subject to any arrangement as to phasing which might be agreed between the Purchaser and Thames Water Authority or its Local Authority Agent)

3. The Purchaser covenants further with Thames Water Authority to the intent that the burden of such covenant shall run with and bind the Property and every part of the Property and to the intent that the benefit and protection of such covenant shall run with and be annexed to all and every part of the sewers and all other property rights and liberties of Thames Water Authority within the London Borough of Southwark that the Purchaser will not occupy or permit to be occupied any trade premises built or constructed on any part of The Property within Twenty one years from the date hereof and from which it shall be proposed that any trade effluent shall be discharged until a Trade Effluent Notice in the standard form in use by the London Borough of Southwark has been completed by the owner or occupier of such trade premises in the form acceptable to the Thames Water Authority and such notice has been served on the Thames Water Authority.

NOTE: The green land referred to lies to the west of the land in this title. The land edged blue on Plan B referred to comprises the land in this title and other land. The sewer shown by a blue continuous line on Plan A referred to does not affect the land in this title.

2 The following are details of the covenants contained in the Deed dated 7 January 1988 referred to in the Charges Register:-

1. Wimpey hereby covenants with the Board with intent to bind itself and its successors in title to the whole or any part of the property in whosoever hands the same may come Provided that Wimpey and its successors in title to the whole or any part of the property shall not be liable for any breach of this covenant occurring in respect of the property or of any part of the property after they have parted with all interest therein And delivered to the Board the completed Deed of Covenant to be given in accordance with Clause 8 of this Deed.

(i) Unless the provisions of the remaining paragraphs of this clause and also the provisions of clause 2 of this Deed shall have been complied with no part of the property shall within Twenty one years from the date hereof be used whether in whole or in part for retail development

(ii) Not at any time within Twenty one years of the date hereof to make or instigate or permit or allow the making of any planning application for development of the whole or part of the property for retail sale without first giving written notice to the Board and such notice shall contain specific references to this Deed

(iii) To notify the Board in writing as soon as reasonably practicable upon the grant within such period of Twenty one years of any planning permission under the Town and Country Planning Act 1971 of any re-enactment or modification thereof for the use or development of the property or any part thereof for retail sale

2. Wimpey further covenants with the Board with intent to bind itself and its successors in title to the whole or any part of the property

Schedule of restrictive covenants continued

provided that Wimpey and its successors in title to the whole or any part of the property shall not be liable for any breach of this covenant occurring in respect of the property or of any part of the property after they respectively shall have parted with all interest therein And delivered to the Board the completed Deed of Covenant to be given in accordance with Clause 8 of this Deed that within twenty eight days of the implementation of the planning permission referred to in paragraph (iii) of clause 1 of this Deed to pay to the Board the sum calculated in accordance with clause 4 of this Deed ("The Payment") and for the purpose of the provisions herein in this Deed the phrase "implementation of the planning permission" shall mean the date on which any work whether of demolition or construction or alteration to any then existing buildings or structures are commenced on the property or any part thereof pursuant to that planning permission or if no such works of demolition construction or alteration are required then upon the date of the change of use of the property or the relevant part thereof to give effect to the grant of such planning permission

3. Upon payment by Wimpey as provided in clause 2 of this Deed the part (or the whole if such be the case) of the property in respect of which the planning permission referred to in paragraph (iii) of clause 1 of this Deed shall have been obtained shall be fully and effectively released from that covenant and also from the covenant in the said clause 1 and also from any covenant entered into pursuant to clause 8 of this Deed and from any restriction entered against the title to that property pursuant to any such covenant or to the provisions of clause 9 of this Deed and Wimpey shall be released from its covenant in clause 2 of this Deed in respect of that part (or the whole if such be the case) of the property and the Board shall execute a Deed of such release at the cost of Wimpey

4. The Payment shall be fifty per centum of the difference of the market value of the property or the relevant part thereof with the benefit of the planning permission referred to in paragraph (iii) of clause 1 of this Deed and implemented as aforesaid and the market value of the property or the relevant part without such benefit PROVIDED ALWAYS that the market values as aforesaid shall be assessed on the implementation of the planning permission and on the assumption whether or not such be the case that vehicular access and all necessary services are available to the boundaries of the property or the relevant part thereof but that the relevant part of the property is otherwise unimproved

5. It is hereby agreed and declared that (without prejudice to any other rights which the Board might from time to time enjoy whether at law or under the provisions of this Deed) if at any time within the said period of Twenty one years there shall occur any breach of the obligations contained in paragraph (i) of clause 1 of this Deed the Board or any or other the person from time to time entitled to the benefit of those provisions may serve notice on Wimpey or other the owner of the property or the part so affected specifying the breach of the obligations contained herein and requiring that the same be discontinued within Twenty one days of service of such notice

6. Upon the full payment of monies due to the Board pursuant to clause 2 of this Deed in relation to the whole or the relevant part of the property the Board or other the person entitled to the benefit of that clause in relation to the whole or the relevant part of the property will give to the Purchaser a receipt for such sum and release Wimpey and the property (or the relevant part thereof) from the covenant contained in paragraph (i) of clause 1 of this Deed

7. Any dispute or difference as to the ascertainment of the sum or sums under the provisions of clause 4 of this Deed shall be determined by the arbitration of a single arbitrator appointed by the Board and Wimpey or (failing agreement as to appointment) by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party that party having given to the other twenty eight days notice of its wish for the appointment of an arbitrator and the parties hereto having failed to agree the arbitrator to be so appointed

8. Wimpey hereby undertakes with the Board that Wimpey shall not

Schedule of restrictive covenants continued

dispose of the property or any part thereof which does not comprise land or a building or buildings within the curtilage of any residential property or within the curtilage of any private garage property whether including the whole or any part of any accessway or not or within the curtilage of any parking area whether including the whole or any part of any accessway or not or which does not comprise the site of or for any electricity sub station or transformer station within the said period of Twenty one years (the words "dispose of" as used herein to bear the meaning assigned to the same under Section 205(1) of the Law of Property Act 1925) to any disponent without procuring from the disponent (provided that the Board is satisfied that such disponent is reasonably able to comply with the obligations contained in clauses 1 and 2 of this Deed) a covenant under seal with the Board to observe and perform but only in respect of the land so disposed of the obligations to Wimpey under the provisions of clauses 1 and 2 of this Deed and also the provisions of this present clause insofar as not then released in accordance with the provisions of this Deed unless the Board shall consent in writing to the omission of such a covenant (the Deed incorporating the said covenant shall incorporate also similar provisions to those contained in clauses 3 4 5 6 7 9 10 and 11 of this Deed and shall be delivered to the Board in a form reasonably acceptable to the Board whose reasonable and proper costs in connection therewith are to be met by Wimpey) and all arrangements necessary to give effect to such covenant and the consent to the registration of any such disposition shall be dealt with at the expense of Wimpey who upon delivery of such covenant to the Board shall be fully and effectively released from the provisions of this clause.

- 3 The following are details of the covenants contained in the Transfer dated 4 June 1992 referred to in the Charges Register:-

"THE Transferor with the intent and so as to bind the easement land and every part of it and all parts of the easement land now comprised in the title mentioned above into whosoever hands the same may come and to benefit and protect the rights and liberties hereby granted HEREBY COVENANTS with the Transferee for the benefit of those parts of the Transferee's undertaking that can benefit from this covenant not to do or permit or allow to be done on the easement land any act which would or might in any way interfere with or damage any electric lines in under through or along the easement land or any part of it nor to alter or permit or allow to be altered the existing level nor to cover or permit or allow to be covered the surface of the easement land or any part of it in such manner as to render the laying of electric lines under it or access to electric lines in under through or along the easement land or any part of it impracticable or more difficult and in particular but without prejudice to the generality of this covenant not to erect or permit or allow to be erected any building or structure on the easement land nor to plant or permit or allow to be planted any tree or shrub on the easement land or which grows or might grow over the easement land or any part of it"

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

If any mapping work in respect of any pending application(s) has been completed, additional references, which are not referred to in the register of title, may appear on the title plan or be referred to in the certificate of inspection in form CI. References may also have been amended by, or not be shown on the title plan, where these are being removed as a result of a pending application(s).

This official copy is issued on 02 May 2013 shows the state of this title plan on 02 May 2013 at 20:12:31. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

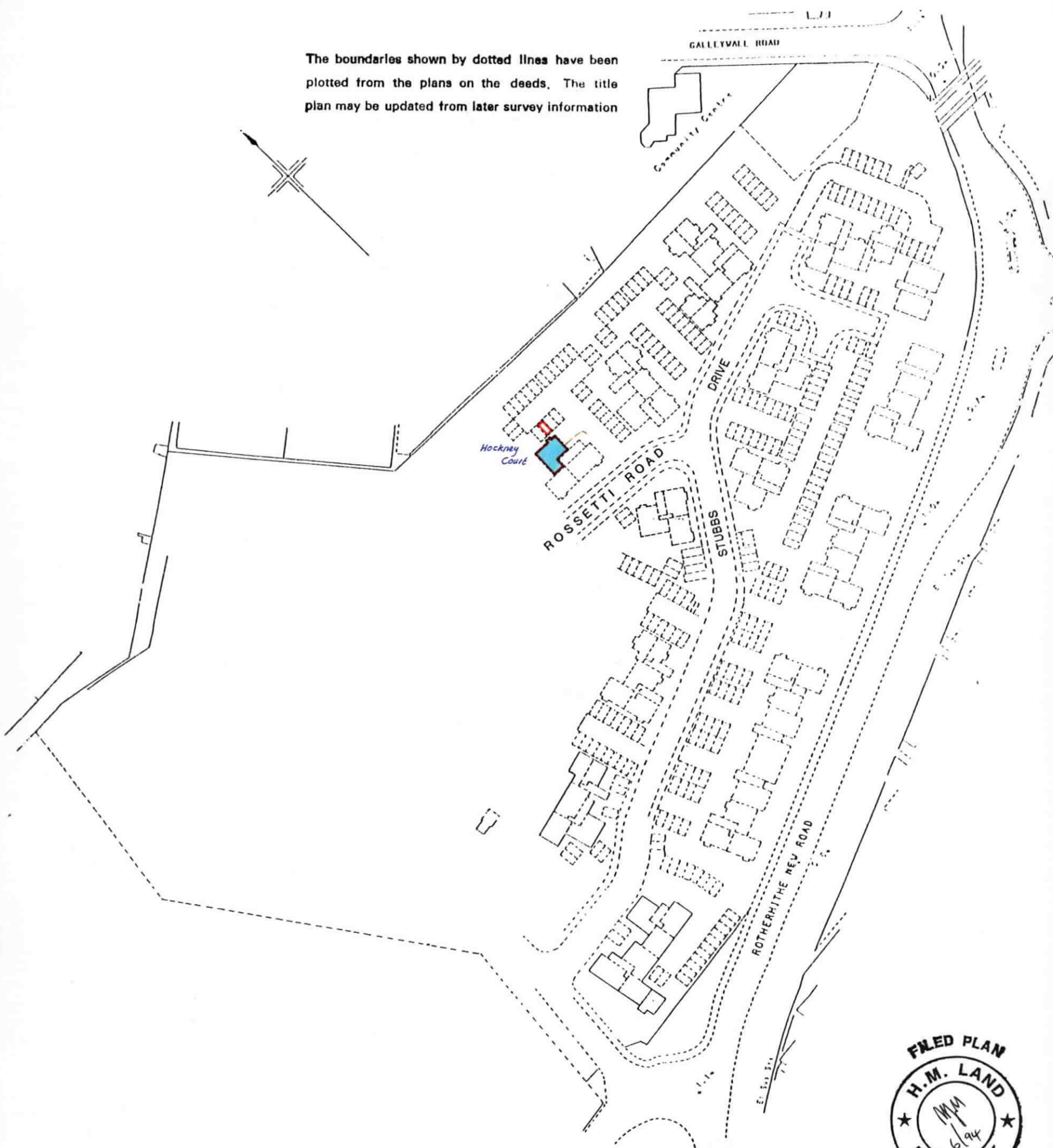
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H.M. LAND REGISTRY		TITLE NUMBER	
		TGL 97694	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	GREATER LONDON		TQ3478
			SECTION
			AG
Scale: 1/1250		© Crown copyright	

BOROUGH OF SOUTHWARK

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information



These are the notes referred to on the following official copy

Title Number TGL97694

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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Witham 22
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16/3
TG297694

H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1971

LEASE OF PART

County and District : GREATER LONDON - LONDON BOROUGH OF SOUTHWARK (F)
Title Number(s) : SGL 508708
Land : LAND ON THE NORTH WEST SIDE OF ROTHERHITHE NEW ROAD
Date : 6TH May 1994

We hereby certify this to be a true
& correct copy of the original.
Marsons Solicitors
Anabacus House, 33-39 Elmfield Road,
Bromley Kent, BR1 1LT

1. The following definitions shall apply:—

'Company' WIMPEY HOMES HOLDINGS LIMITED whose registered office is at 27 Hammersmith Grove London W6 7EN

'Management Company' GAINSBOROUGH COURT (SEVEN) MANAGEMENT COMPANY LIMITED whose registered office is at 1 Crittall Road Witham Essex

'Purchaser' JOHN JOSEPH KEEGAN & DEBBIE KEEGAN
both of 90 Mayden House Abbeyfield Road SE16 2DW

'Price' SIXTY TWO THOUSAND POUNDS
(£62,000.00)

'Property' the Flat shown numbered 48 on the Plan and the land (being a garage or parking space) shown coloured red and numbered 48A thereon being parts of the land comprised in the title(s) above referred to

'Certified Figure' £ 60,000.00

'Plan' the plan annexed hereto

'Flat' that part (the position and extent whereof is indicated and coloured red on the Plan) of the Buildings on and over the land shown edged green thereon extending from one moiety of the structure beneath the floor thereof up to one moiety of the structure above the ceiling thereof and including one moiety of all walls dividing it from the Development and the whole of all windows and doors in such walls and their frames (but excluding all parts of the main structure of the said Buildings)

'Development' the land shown edged green on the Plan and the Buildings thereon and thereover (but excluding the Property)

'Estate' all land (excluding the Development and the Property) in respect of which the Company (or any company from time to time within the George Wimpey group of companies) is or was the registered proprietor under the Title Number(s) above referred to and the Buildings thereon and thereover

'Estate Roads' all roads verges and footpaths now or hereafter constructed within the Estate which are intended to become highways maintainable at the public expense

'Estate Sewers' all main foul and surface water sewers now or hereafter constructed within the Property the Development or the Estate which are intended to become sewers maintainable at the public expense

'Service Installations' all drains channels sewers (excluding the Estate Sewers) pipes wires cables watercourses gutters and other conducting media whatsoever (and any structures incidental to the user thereof) now or hereafter constructed

LEGAL L : 3
FLAT LEASE - COMMON PARTS (8/81) (Rev. 9/87)
(Approved by H.M. Land Registry)

'Buildings'	any buildings or other structures (and any structures incidental to the user thereof) and any Service Installations now or hereafter constructed
'Accessways'	any pedestrian ways forecourts or drives now or hereafter constructed within the Development or the Estate on the surface of the land shown coloured brown on the Plan and which are intended to remain private
'Common Parts'	the main structure of the Buildings on and over the said land shown edged green on the Plan and all parts of the Development other than those comprised in the Leases
'Leases'	any leases granted or to be granted by the Company of any flats and garage or parking spaces comprised in the Development
'Nominated Insurer'	General Accident Fire and Life Assurance Corporation Limited or such other insurance company as the Company shall from time to time nominate.

2. In consideration of the Price (the receipt whereof is hereby acknowledged) the Company:

- (a) demises to the Purchaser the Property:—
 - (i) with the benefit of the rights in the terms specified in the First Schedule; but
 - (ii) subject to the rights in the terms specified in the Second Schedule; and
- (b) assigns to the Purchaser the benefit (so far as the same attaches to the Property) of all covenants made with the Company by any other person who is the registered proprietor of any part of the Development or the Estate

TO HOLD the same for the term of 999 years from the first day of January 1980 paying a yearly rent of a peppercorn.

3. The Purchaser covenants with the Company and the Management Company and also as a separate covenant with every other person who is the registered proprietor of any part of the Development or the Estate (for the benefit of the Development and the Estate and each and every part thereof and with the intention of binding the Property) in the terms specified in the Third Schedule.

4. The Company covenants with the Purchaser in the terms specified in the Fourth Schedule.

5. The Management Company covenants with the Company and the Purchaser in the terms specified in the Fifth Schedule.

6. The Management Company and the Purchaser each covenant with the other in the terms specified in Part 1 of the Sixth Schedule.

7. The Company and the Management Company and the Purchaser agree and declare:—

- (a) In the terms specified in the Seventh Schedule;
- (b) that all the said Schedules are imported into the operative part of this Lease; and
- (c) that this Lease is made on the condition that if any sums payable hereunder shall at any time be in arrear or unpaid for 21 days after the same shall have become due or if the Purchaser shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions on the part of the Purchaser herein contained then it shall be lawful for the Company to re-enter upon the Property or any part thereof and peaceably hold and enjoy the Property thereafter as if this Lease had not been granted and this demise shall thereupon absolutely determine but without prejudice to any rights of action or remedy of the Company and the Management Company.

8. (a) The parties hereby apply to the Chief Registrar to enter a restriction on the register of the title to this Lease in the following terms:—

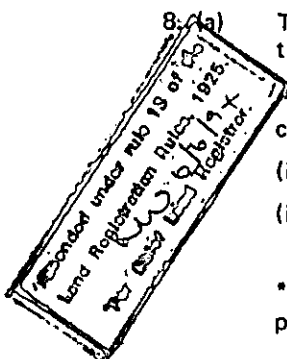
Except under an Order of the Registrar no transfer assent or other disposition leading to a change in the proprietorship of the land is to be registered without:—

- (i) the written consent of the Management Company* ; or
- (ii) a certificate by a Solicitor that the procedure set out in the operative clause 8 (b) of the Registered Lease has been complied with"

* [Full name and address of the Management Company to be entered on the Register as shown on page 1 of this Lease]

- (b) In the event of a person being entitled to be registered as proprietor of the title to this Lease making an application to be a member of the Management Company in accordance with sub-paragraph (b) of paragraph 7 of the Third Schedule and the Management Company failing within 28 days to issue written consent to registration as required by paragraph 9 of the Fifth Schedule then a certificate by a Solicitor to the effect that such application has been sent by recorded delivery post to the Secretary of the Management Company shall be sufficient authority for the Registrar to proceed with the said registration in the absence of production to him of the said written consent of the Management Company

9. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than the rent) exceeds the Certified Figure.



FIRST SCHEDULE (Rights granted)

The right for the Purchaser and all persons authorised by the Purchaser (in common with all other persons having a similar right):—

VEHICULAR ACCESS	(a) to pass with or without vehicles along the Estate Roads and (below first floor level only) along the Accessways;
PEDESTRIAN ACCESS	(b) to pass on foot only along all halls corridors staircases landings and other footways comprised in the Common Parts;
SEWERS SERVICES	(c) to use the Estate Sewers for the passage of water and sewage;
	(d) to use the Service Installations comprised in the Development and the Estate for the passage of water sewage gas electricity and other services;
AERIALS	(e) to use any communal aerial system comprised in the Development
REFUSE	(f) to use any dustbin store comprised in the Common Parts;
GROUND	(g) to use the grounds comprised in the Common Parts for recreational purposes;
OTHER FACILITIES	(h) to use any facilities or things provided for the common use of the Purchaser and the registered proprietors of the titles to the Leases;
PROJECTIONS	(i) to retain in place any parts of the Property which overhang or protrude into the Development or the Estate;
SUPPORT	(j) to have the Property supported and protected by all parts of the Development and the adjoining Buildings comprised in the Estate; and
ENTRY	(k) to enter upon the Development and the Estate (other than the site of any electricity sub-station or similar installation) at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing the Property and the Service Installations comprised in the Development and the Estate.

SECOND SCHEDULE (Rights reserved)

1. The rights (which so far as not already created are hereby reserved) of the registered proprietors from time to time of any part of the Development or the Estate and all persons authorised by them:—

SERVICES	(a) to use the Service Installations comprised in the Property for the passage of water sewage gas electricity and other services;
PROJECTIONS	(b) to retain in place any parts of the Development or the Buildings comprised in the Estate which overhang or protrude into the Property;
PROTECTION	(c) to have all parts of the Development and the adjoining Buildings comprised in the Estate supported and protected by the Property; and
ENTRY	(d) to enter upon the Property at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing all parts of the Development the Buildings comprised in the Estate the Service Installations comprised in the Property and the Estate Sewers.

2. The right for the Company and all persons authorised by it to enter upon the Property at all reasonable times (and at any time in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property so far as the same may be required by any Statutory Authorities or Service Supply Companies in connection with the supply of services usually provided or maintained by them.

THIRD SCHEDULE (Covenants by the Purchaser)

REPAIR	1. To keep the Property with all erections and improvements which may hereafter be made in a good state of repair and condition.
LEGISLATION	2. To do all such works as under any legislation are directed or required to be done on or in respect of the Property (whether by landlord tenant or occupier) not to do or omit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Company and the Management Company indemnified against all claims demands and liabilities in respect thereof.
USER	3. That no part of the Property shall be used for any purpose other than as or incidental to a private dwelling.
SUPPORT	4. That nothing shall be done which may lessen the protection or support given by the Property to the Development and the adjoining Buildings comprised in the Estate.

NUISANCE	5.	Not to do or omit to be done on the Property or the Development any act matter or thing:— (a) which may be or become a nuisance annoyance or disturbance or inconvenience to the Company the Management Company or the registered proprietors of the titles to the Leases; or (b) whereby any insurance effected by the Management Company in respect of the Property and the Development may be rendered void or voidable or whereby the rate of premium may be increased.
OBSTRUCTION	6.	Not to obstruct the Common Parts.
APPLICATIONS FOR MEMBERSHIP OF MANAGEMENT COMPANY	7.	(a) That the Purchaser shall not transfer the Property without requiring the transferee to apply in writing contemporaneously with such transfer to become a member of the Management Company; and (b) that whenever the title to this Lease devolves on any successor in title of the Purchaser such successor shall within seven days apply in writing to become a member of the Management Company.
DISPOSALS OF PART	8.	Not to transfer underlet or otherwise part with possession of part only of the Property.
ALTERATIONS	9.	Not without the consent in writing of the Management Company (such consent not to be unreasonably withheld) to:— (a) make any structural alteration to the Property; (b) erect on or affix to the Property any hoarding advertisement or notice (other than the usual board or notice offering the Property for sale) ; or (c) erect or construct on any part of the Property any building whatsoever.
ASSESSMENTS	10.	To pay all sums of any nature assessed or charged at any time upon the Property or the Company the Management Company or the Purchaser in respect thereof.
EXPENSES	11.	To pay all expenses (including Solicitor's costs and Surveyor's fees) incurred by the Company incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court.
INSPECTIONS	12.	(a) To permit the Management Company and all persons authorised by it after the giving of reasonable notice and at all reasonable times to enter upon the Property to examine the condition thereof (and thereupon the Management Company may serve notice in writing specifying any repairs necessary and require the Purchaser forthwith to execute the same); and (b) if the Purchaser shall not within one month after service of such notice proceed diligently with the execution of such repairs then to permit the Management Company to enter upon the Property and execute such repairs (and the cost thereof including the Management Company's Surveyor's or Agent's fees shall be a debt due from the Purchaser to the Management Company).
INDEMNITY	13.	To indemnify and keep indemnified the Company against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Purchaser of any covenants relating to the Property on the registers of the title(s) above referred to.

FOURTH SCHEDULE (Covenants by the Company)

QUIET ENJOYMENT	1.	To allow the Purchaser (subject to his complying with the terms of this Lease) to hold and enjoy the Property throughout the said term without any interruption by the Company.
ENFORCEMENT	2.	To enforce (if so required by the Purchaser in writing) the covenants in terms similar to the covenants contained in paragraphs 1 to 7 inclusive of the Third Schedule to this Lease given or to be given in the Leases upon the Purchaser indemnifying the Company against all costs and expenses in respect of such enforcement and providing such security or deposit for payment of the said costs and expenses as the Company may require and complying with all reasonable requirements of the Company (including obtaining at the Purchaser's expense the Opinion of the Counsel nominated by the Company prior to requiring the Company to enforce the said covenants).
MAINTENANCE	3.	Until such time as it grants the Leases so far as the same is not the responsibility of the Management Company to maintain repair and renew all other flats comprised in the Development
UNIFORMITY	4.	To impose in the Leases covenants in terms similar to those contained in the Third Schedule to this Lease.

FIFTH SCHEDULE
(Covenants by the Management Company)

- | | |
|-------------------------|--|
| REPAIR | 1. To keep the Common Parts in a good state of repair and condition. |
| PAINTING | 2. To paint or otherwise treat (as may be appropriate) as often as may be necessary in a proper and workmanlike manner and with suitable materials of a good quality such parts of the Common Parts as are usually painted or otherwise treated and the exterior of the doors door frames and window frames in all walls dividing the Property from the Development. |
| CLEANING | 3. To keep the Common Parts clean and tidy and to arrange for the regular cleaning of the exterior of all windows comprised in the Property and the Development and the interior of all windows comprised in the Common Parts. |
| GROUNDS | 4. To maintain tidy and cultivate any gardens or other floral areas within the Common Parts. |
| LAMPS | 5. To maintain in proper working order any lamps provided for the illumination of the Common Parts. |
| AERIALS | 6. To maintain in proper working order any communal aerial system serving the Property and the Development. |
| INSURANCE | <p>7. (a) To keep the Property and the Development insured against all risks from time to time included in the Nominated Insurer's Householder's Comprehensive Policy (including subsidence and heave) and such other risks as the Management Company shall in its absolute discretion deem necessary:—</p> <p style="padding-left: 40px;">(i) with the Nominated Insurer;</p> <p style="padding-left: 40px;">(ii) through the agency of Wimpey Homes Holdings Limited or such other agency as it may direct; and</p> <p style="padding-left: 40px;">(iii) in a sum equal to the full rebuilding cost thereof (including the removal of debris) for the time being together with an adequate sum in respect of Architect's and Surveyor's fees;</p> <p style="padding-left: 40px;">(b) to make all payments necessary for the above purpose within seven days after the same shall become due;</p> <p style="padding-left: 40px;">(c) to produce to the Purchaser on demand the Policy of such insurance and the receipt for each such payment;</p> <p style="padding-left: 40px;">(d) to permit the Purchaser to notify the Nominated Insurer of the interest of the Purchaser and any mortgagee in the Policy of such insurance and for that purpose (at the request of the Purchaser) to furnish the Purchaser with particulars of such Policy;</p> <p style="padding-left: 40px;">(e) to cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Property and the Development; and</p> <p style="padding-left: 40px;">(f) to make up out of the Management Company's own monies any deficiency in the monies required to complete such rebuilding and reinstatement.</p> |
| ASSESSMENTS | 8. To pay all rates taxes assessments and outgoings charged imposed or assessed in respect of the Common Parts. |
| CONSENT TO REGISTRATION | 9. Upon receipt of any application made pursuant to sub-paragraph (b) of paragraph 7 of the Third Schedule to consent immediately in writing to the registration of the person named therein as proprietor at H.M. Land Registry. |
| REVERSIONARY COVENANTS | 10. To comply with the covenants by the Management Company in any Transfer of the reversionary title to the Property and the Development now or hereafter made. |

SIXTH SCHEDULE
PART I
(Covenants in respect of the Maintenance Charge)

- | | |
|----------|---|
| ESTIMATE | <p>1. The Management Company shall as soon as reasonably practicable after the first day of January in every year prepare an estimate of the sums to be spent by it in such year on the matters specified in Part II of this Schedule and shall add thereto or deduct therefrom (as may be appropriate) any difference between:—</p> <p style="padding-left: 40px;">(a) the amount notified in accordance with paragraph 3 hereof; and</p> <p style="padding-left: 40px;">(b) the amount of the estimate prepared in respect of the previous year</p> <p>and shall serve on the Purchaser notice of the total amount so calculated.</p> |
| PAYMENT | 2. The Purchaser shall within 14 days of receiving the notice referred to in paragraph 1 hereof pay to the Management Company a sum equal to the total amount specified in such notice divided by the number of flats within the Property and the Development. |

ACCOUNT 3. The Management Company shall keep an account of the sums spent by it in each year on the matters specified in Part II of this Schedule and shall as soon as practicable after the end of such year notify the Purchaser of the total amount of the sums so spent.

PART II

(Expenditure to be recovered by means of the Maintenance Charge)

COVENANTS	1. The sums spent by the Management Company in and incidental to the observance and performance of the covenants on the part of the Management Company contained in the Fifth Schedule and Part I of this Schedule.
SUNDRY FEES	2. All fees charges expenses salaries wages and commissions paid to any Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Management Company may employ in connection with the carrying out of its obligations under this Lease and the Leases including the costs of and incidental to the preparation of the estimates notices and accounts referred to in Part I of this Schedule.
EMPLOYEES	3. All expenditure incurred in respect of any employees of the Management Company on the provision of uniforms clothing or accommodation and all outgoings incurred in connection therewith or payable in respect thereof and the cost of any such other items in connection therewith as the Management Company shall from time to time determine.
INSURANCE	4. The costs of effecting and maintaining in force the insurance Policy referred to in paragraph 7 of the Fifth Schedule and of any further insurance Policy which the Management Company may effect in respect of the Property or the Development (including insurance against public and third party liability).
RATES	5. All rates (including water rates) taxes assessments and any other outgoings payable in respect of the Common Parts.
MAINTENANCE	6. All sums paid by the Management Company in and about the repair maintenance decoration cleaning lighting and running of the Common Parts whether or not the Management Company was liable to incur the same under its covenants herein contained.
TAX	7. Any tax paid or payable by the Management Company.
INTEREST	8. Any interest or other charges incurred by the Management Company in borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule.
LITIGATION	9. The costs incurred by the Management Company in bringing or defending any actions or other proceedings against or by any person whomsoever.
ADMINISTRATION	10. The costs of administering the Management Company including the costs of preparing and auditing accounts the expenses of the Council Members and the Secretary the printing and sending out of notices circulars reports or accounts the holding of meetings and all fees payable to the Government or any other body.
RESERVE FUND	11. Such sum as the Management Company shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure including (without prejudice to the generality of the foregoing) the external decoration of the Property and the Development.

SEVENTH SCHEDULE (Agreements and Declarations)

RESTRICTIONS	1. The rights of entry specified in the First and Second Schedules are subject to the persons exercising the same. - (a) giving reasonable notice; (b) causing as little damage as possible; and (c) making good to the reasonable satisfaction of any person thereby affected any damage caused.
NOTICES	2. Section 196 of the Law of Property Act 1925 (or any statutory modification or re-enactment or replacement thereof) shall apply to any notice served hereunder.
DISPUTES	3. If any dispute shall arise between the Purchaser and the registered proprietors of the titles to the Leases or any lease of any Building comprised in the Estate relating to (a) 'Property' 'Flat' 'Development' 'Estate' 'Service Installations' 'Buildings' 'Accessways' or 'Common Parts'; (b) any rights granted or reserved; or (c) any covenants agreements or declarations then such dispute shall be referred to by any of the parties thereto to the determination and award of a Solicitor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Law Society) whose determination and award shall be final and binding on the Purchaser and the other party or parties to the dispute and whose fees and expenses shall be borne by the Purchaser and the other parties to the dispute in such proportions as the said Solicitor shall determine.

PERPETUITY

4. The Perpetuity Period applicable to this Lease is eighty years from the first day of January 1980.

INTERPRETA-
TION

5. Where the context so admits 'Company' 'Management Company' and 'Purchaser' shall include the successors in title of the Company the Management Company and the Purchaser respectively the singular shall include the plural and the masculine shall include the feminine and vice versa.

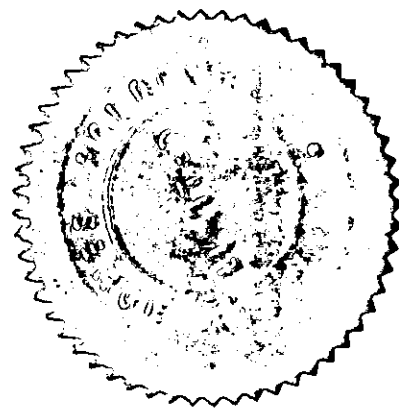
MARGINAL
NOTES

6. The marginal notes to this Lease shall not form part thereof.


CO-
OWNERSHIP

7. Where there are two or more persons included in 'Purchaser' the covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally and as between such persons they shall hold the Property upon trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital monies arising on a disposition of the Property.

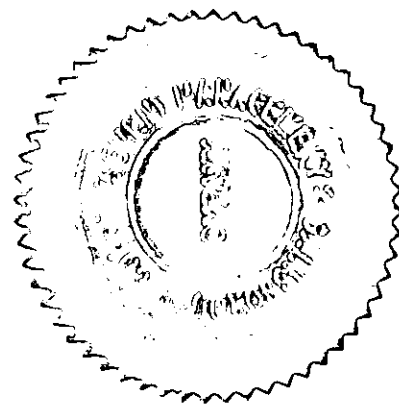
THE COMMON SEAL of the Company)
was hereunto affixed in the)
presence of:—)



U/1331


Authorised Signatory

THE COMMON SEAL of the Management)
Company was hereunto affixed in the)
presence of:—)



Member of the Council of Management


Authorised Signatory

SIGNED SEALED and DELIVERED by)
the Purchaser in the)
presence of:—)

Witness to Signature of the Purchaser
(first named if more than one)

Witness to Signature of the Purchaser
(second named if more than one)

Signature

Signature

Address

Address

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Occupation

Occupation

FIRST FLOOR FLAT.



An aerial photograph showing a road labeled 'GALLYWALL ROAD' running diagonally from the bottom left towards the top right. To the left of the road, there is a building with a sign that reads 'SHOPS'. The surrounding area appears to be a mix of residential and commercial buildings.



Visibility Spray

Signed for the Company

500